

**Rats**

*Rattus norvegicus* also known as the brown rat are the most common weighing around 500grams and around 24cm in length not including its tail, normally ranging from a light brown to black in colour the brown rat carries diseases and infections and may cause damage to health and property.*(You are required by law to keep your land free and clear of rodents under the prevention of damage by pests act 1949)*

**How do you know if you have rats?**

* Rat droppings - Light brown to almost black in colour, approximately 15mm in length. Normally found concentrated in one or two areas.
* Noises – Scrabbling scratching and even loud banging sounds heard normally at night in ceilings under floors and in cavity walls can indicate an infestation.
* Smear marks – Greasy brown marks left on surfaces or walls are left from the oils found on the coat of the rat.
* Gnawing / Chewing – rats teeth are constantly growing which means they need to chew to keep them in check. Holes in floor boards, defective wiring and water hoses leaking are just a few are results of rats gnawing.
* Smell – When rats are present you often get strong ammonia like smells often mistaken as defective drains.
* Burrows – Holes in the ground, normally under cover or near defective drains are an indicator that rats may be burrowing underground and may even living just below your feet.

**Preparation for treatment**

Please try to leave as much evidence in place as is safe to do so for our officers to see, keep records of times of sightings or noises. This will all aid our officers in an accurate and speedy assessment of your problem and treatment required.

**Treatment (**Prices available on our website or on request) Normally a treatment will involve:

* Initial visit to site to evaluate infestation plan a course of action offer advice on proofing and precautions where appropriate. Placement of baits.
* Second visit to check on bait and refill as required.
* Third visit to check current infestation is clear and remove excess bait from the property. If any on-going signs of infestation, officer will book an extra visit at no extra charge \*.
* At the end of each visit we will provide a copy of our report stating our findings actions taken and recommendations for customer.
* Revisits within 6 weeks of end of treatment are included only if our recommendations are followed, visits after this time will be chargeable.

\*Please note we do not offer any form of long term guaranty for rats treated externally past

the end of the current infestation being cleared.

**London Borough of Barnet - Pest Control Service**

**Terms and Conditions**

London Borough of Barnet (the Council) will use reasonable endeavours to ensure that:

* The pest control and management work are carried out in accordance with the latest and best industry codes of practice, conforming to all regulations and statutory requirements;
* Customers are provided with prompt and courteous service delivery; and
* Complaints are dealt with swiftly and satisfactorily.

All pest control treatments are carried out subject to these terms and conditions.

**The service and payment for service**

1. The Council shall use reasonable endeavours to undertake pest control investigation and/or treatment at the prices stated on the [fees and charges](https://www.barnet.gov.uk/environmental-problems/pest-control/book-pest-inspections-and-treatments) web page as updated from time to time by the Council.
2. The Council is a member of the British Pest Control Association, and all treatments are undertaken in accordance with industry best practice.
3. Payment for fixed price, domestic investigations and/or treatments must be made at the time of booking.
4. Payment can be made with a credit or debit card when enquiring [online](https://www.barnet.gov.uk/environmental-problems/pest-control/book-pest-inspections-and-treatments) or by telephone
(020 8359 7995). By placing an order with the Council you hereby agree to these terms and conditions.

**Cancellations, suspension and termination**

Your legal right to change your mind. You have 14 days after the date the Council confirms your order to change your mind about the purchase of the pest control services subject to this agreement but:

* You lose the right to cancel any service, when it has been completed (and you must pay for any services provided up the time you cancel).
* You cannot cancel a booking with less than one (1) working days’ notice.

The Council can stop providing a pest control service. The Council shall let you know at least two (2) working days in advance and the Council will refund any sums you've paid in advance for services which won't be provided.

The Council can end this agreement with you for the pest service and claim any compensation due to the Council if:

* you don't make any payment to the Council when it's due and you still don't make payment within 30 (thirty) days of the Council reminding you that payment is due;
* you don't, within a reasonable time of the Council asking for it, provide us with information, cooperation or access that the Council need to provide the service.

If the Council cannot attend due to unforeseen circumstances (e.g. adverse weather conditions, sickness, travel/transport issues) and the Council cannot offer a suitable appointment within two working days of your original appointment and treatment has not already started then the Council will offer a full refund.

Your legal right to change your mind. You have 14 days after the date the Council confirms your order to change your mind about the purchase of the pest control services subject to this agreement but:

* You lose the right to cancel any service, when it has been completed (and you must pay for any services provided up the time you cancel).
* You cannot cancel a booking with less than one (1) working days’ notice.

**The Council’s responsibilities**

1. The Council will inspect the site where safe to do so, and where possible provide the following:
	* Identification of pest;
	* The source of the infestation;
	* Identify entry points on the exterior of the property;
	* Advice on a recommended course of treatment;
	* Recommendations for pest proofing;
	* A brief written summery of key points.
2. The Council reserves the right to refuse or withdraw our service at any time if the Council suspects that there has been a breach of any health, safety or environmental guidance or if you fail to act in response to a written request from the Council.
3. The Council will not undertake any pest control treatment or other work at your premises without a responsible adult being present who is over 18 years old.
4. Except for liability that cannot be excluded by law, the Council shall not be liable for any loss, damage, or expense arising from any act, omission, or event (including negligence), whether direct or indirect, including loss of profits or business and all losses howsoever caused unless the loss, damage or injury was directly caused by negligence of the Council or its employees.
5. Upon completion of the treatment, the Council will remove any unused chemicals and any Council equipment.
6. The Council reserves the right to charge for any missing or damaged bait boxes, traps or similar equipment listed on the treatment report. Any charges may also apply if the Council are unable to recover this equipment from you. You will pay the Council all reasonable sums due on receipt of an invoice and within 30 (thirty) days of the Council’s invoice.
7. Where it is suspected that an infestation is being caused by a defect in the building structure or by actions/activities at the property you will be advised, and written recommendations will be given.

**Your responsibilities**

1. Keep children, livestock and pets away from pesticides, baits and traps. Do not disturb or otherwise interfere with pesticides, baits or traps.
2. Advise the Council’s pest control unit immediately of any interference with pesticides, baits or traps and/or where you suspect that there is a risk to persons, animals or the environment from the Council’s treatment.
3. Properly dispose of dead rodents or other pests from your property as required in accordance with the Council’s instructions.
4. Carry out any pre-treatment requirements in accordance with the Council’s instructions. The failure of you complying with these instructions may result in the Council refusing to carry of the treatment and you risk forfeiting the fees you have paid the Council.
5. Please take photos or collect samples of the pests where possible, in the case of suspected pest damage or droppings, please leave in place for the Council to see or if this is not possible place in a bag to show the Council.
6. Carry out the recommendations of the Council for treatment of your premises as further detailed in the Proofing Report.
7. Keep appointments with the Council or you risk forfeiting the fees you have paid the Council more fully described in the earlier part of these terms and conditions.

**General**

The Council are responsible for losses you suffer caused by us breaking this agreement unless the loss is:

* Unexpected. It was not obvious that it would happen and nothing you said to us before the Council accepted your order meant the Council should have expected it (so, in the law, the loss was unforeseeable).
* Caused by a delaying event outside the Council’s control. The Council will contact you as soon as possible to let you know and the Council will use reasonable endeavours to reduce the delay. As long as the Council inform you of this then the Council will not be liable for any losses caused.
* Avoidable. Something you could have avoided by taking reasonable action, including following the Council’s reasonable instructions for use.
* Losses in general. Except for liability that cannot be excluded by law, the Council shall not be liable for any loss, damage, or expense arising from any act, omission, or event (including negligence), whether direct or indirect, including loss of profits or business and all losses howsoever caused unless the loss, damage or injury was directly caused by negligence of the Council or its employees.

Changes the Council can always make. The Council can always change how it provides its pest control service:

* to reflect changes in relevant laws and regulatory requirements; and
* to make minor technical adjustments and improvements. These are changes that don't affect your use of the service.

The Council can transfer this agreement with you, so that a different organisation is responsible for supplying the pest control service.

You can only transfer this agreement with us to someone else if the Council agree to this.

Nobody else has any rights under this contract. This agreement is between you and the Council. Nobody else can enforce it and neither you or the Council will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this agreement, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if the Council delay in enforcing this agreement, then the Council can still enforce it later. The Council might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn’t mean the Council can't do it later.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts.

**Complaints, comments, compliments**

If you have something to say about the pest service which the Council has provided, you can contact the Council in the following ways:

* **In writing:**
Pest Control Service, London Borough of Barnet,
2 Bristol Avenue, Colindale NW9 4EW
* **Telephone:** 020 8359 7799
* **Email:** pestcontrol@barnet.gov.uk
* **General Council Complaints:** Via our [www.barnet.gov.uk/complaints](http://www.barnet.gov.uk/complaints)

**Data retention**

A copy of the London Borough of Barnet’s Privacy Notice can be found on the [website](https://www.barnet.gov.uk/your-council/policies-plans-and-performance/privacy-notices).